RECEIVED

JUL 25 2001

JUL 2 4 2001 E

### POWER OF ATTORNEY FROM ASSIGNEE TECH CENTER 1600/2900

The General Hospital Corporation, a corporation of Massachusetts, having a principal place of business at 55 Fruit Street, Boston, Massachusetts 02114, is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of an Assignment to the Assignee executed on (1) September 19, 2000; (2) September 21, 2000; (3) September 28, 2000; and (4) September 20, 2000, respectively of an invention known as Polypeptide Derivatives of Parathyroid Hormone (PTH) (Attorney Docket No. 0609.4820002/SRL/M-G), which is disclosed and claimed in a patent application of the same title by the inventors (1) Thomas J. Gardella, (2) Henry M. Kronenberg, (3) John T. Potts, Jr., and (4) Harald Jüppner (said application filed on September 29, 2000 at the U.S. Patent and Trademark Office, having Application Number 09/672,020).

The Assignee hereby appoint the U.S. attorneys associated with CUSTOMER NUMBER 28393 to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Reg. No. 28,912; Edward J. Kessler, Esq., Reg. No. 25,688; Jorge A. Goldstein, Esq., Reg. No. 29,021; David K.S. Cornwell, Esq., Reg. No. 31,944; Robert W. Esmond, Esq., Reg. No. 32,893; Tracy-Gene G. Durkin, Esq., Reg. No. 32,831; Michele A. Cimbala, Esq., Reg. No. 33,851; Michael B. Ray, Esq., Reg. No. 33,997; Robert E. Sokohl, Esq., Reg. No. 36,013; Eric K. Steffe, Esq., Reg. No. 36,688, Michael Q. Lee, Esq., Reg. No. 35,239; Steven R. Ludwig, Esq., Reg. No. 36,203; John M. Covert, Esq., Reg. No. 38,759; and Linda E. Alcorn, Esq., Reg. No. 39,588. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C. 1100 New York Avenue, N.W. Suite 600 Washington, D.C. 20005-3934 U.S.A.

Direct phone calls to 202-371-2600.

FOR:	The General Hospital Corp
SIGNATURE:	of Todage 20
BY:	FRANCES TONEGUZZO, Ph.D.
TITLE:	CORPORATE SPONSORED RESEARCH AND LICENSING  DIRECTOR
DATE:	7-6-01

	OIPE	RECEIVED
	M 2 4 2001 -	JUL 25 2001
	Gertificate Under 37 C.F.R. § 3.73(	<b>b)</b> TECH CENTER 1600/2900
Applic	eant/Patent Owner: GARDELLA et al.	
Applic	ation No./Patent No.: 09/672,020 Filed/Issue Date: Se	ptember 29, 2000
Entitle	d: Polypeptide Derivatives of Parathyroid Hormone (PTH)	
The G	General Hospital Corporation , a corporation (Name of Assignee) , Type of Assignee, e.g., corporation, partner	ship, university, government agency, etc.)
states tl	hat it is:	<b>,</b> , , , ,
1. [X]	the assignee of the entire right, title, and interest, or	
2. []	an assignee of an undivided part interest	
in the p	atent application/patent identified above by virtue of either:	
A. [X]	An Assignment from the inventor(s) of the patent application/patent identification recorded in the Patent and Trademark Office at Reel 011416, Frame 0986, cattached.	ied above. The assignment was or for which a copy thereof is
OR		
B. [ ]	A chain of title from the inventor(s) of the patent application/patent identified assignee as shown below:	ed above to the current
	1. From:	is attached.
	3. From: To:	is attached.
	The document was recorded in the Patent and Trademark Office at Reel, Frame, or for which a copy thereof	
	[ ] Additional documents in the chain of title are listed on a supplemental sh	eet.
	les of assignments or other documents in the chain of title are attached.  [NOTE: A separate copy (i.e., the original assignment document or a true condocument) must be submitted to Assignment Division in accordance with 37 assignment is to be recorded in the records of the PTO. See MPEP 302-302.	CFR Part 3 if the
The unde	ersigned (whose title is supplied below) is empowered to act on behalf of the	assignee.
Date:	7-6-01	
Name:	FRANCES TONEGUZZO, Ph.D.  CORPORATE SPONSORED RESEARCH AND LICENSING	
Title:	DIRECTOR	
Signature	: 7 10 reger > 0	
P:\USERS\MGF	RANOVS\0609\4820002\482-2.373BCERTIFICATE.WPD	

### **ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): (1) Thomas J. Gardella, (2) Henry M. Kronenberg, (3) John T. Potts. Jr. and (4) Harald Jüppner , the undersigned inventor(s) hereby sell(s) and assign(s) to The General Hospital Corporation (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:  **Check applicable box(es)**  **Sort the United States of America (as defined in 35 U.S.C. § 100),
≥ and throughout the world,
(a) in the invention(s) known as Polypeptide Derivatives of Parathyroid Hormone (PTH) for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) 9-19-w (2)  (3) (4) (also known as United States Application No. (4) (also
known as United States Application No. (to be assigned), filed (to be filed), in any and all applications thereon, in any and all Letters Patent(s) therefor, and
(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944;

Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michael A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl. Esquire, Registration No. 36,613; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire. Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date:	7-19-00	Signature of Inventor:	Thomas J. Gardela
Date:		Signature of Inventor:	Henry M. Kronenberg
Date:		Signature of Inventor:	John T. Potts, Jr.
Date:		Signature of Inventor:	Harald Jüppner

### **ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s):(1) Thomas J. Gardella, (2) Henry M. Kronenberg, (3) John T. Potts, Jr. and (4) Harald Jüppner, the undersigned inventor(s) hereby sell(s) and assign(s) to The General Hospital Corporation (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:	
check applicable box(es)   ✓ for the United States of America (as defined in 35 U.S.C. § 100),  ✓ and throughout the world,	
(a) in the invention(s) known asPolypeptide Derivatives of Parathyroid Hormone (PTH) for which application(s) for patent in the United States of America has (have) been executed by the undersigned on(1)(2)	, 203

- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire; Registration No. 31,944;

Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire. Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date:		Signature of Inventor:	Thomas J. Gardella
Date:	9-21-00	Signature of Inventor:	Henry M. Kronenberg
Date:		Signature of Inventor:	John T. Potts, Jr.
Date:		Signature of Inventor:	Harald Jüppner

### **ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): \_\_\_\_\_\_(1) Thomas J. Gardella, (2) Henry M. Kronenberg, (3) John T. Potts. Jr. and (4) Harald Jüppner \_\_\_\_\_, the undersigned inventor(s) hereby sell(s) and assign(s) to \_\_\_\_\_ The General Hospital Corporation \_\_\_\_\_ (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) 

✓ for the United States of America (as defined in 35 U.S.C. § 100),

✓ and throughout the world,

(a) in the invention(s) known as for which application(s) for patent the undersigned on(1)	Polypeptide Derivatives of	of Parathyroid Hormone (PTH)
the undersigned on (1) (3) 9 20 00	——————————————————————————————————————	nca has (have) been executed b  2)
known as Harted Guy. A. H.	(4)	(als
known as United States Application and all applications thereon, in any	n No. <u>(to be assigned)</u> , to and all Letters Patent(s) the	filed (to be filed), in an

9/29/00 Ry No3620)

- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire; Registration No. 31,944;

Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michael A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date:	Signature of Inventor:
	Thomas J. Gardella
Date:	Signature of Inventor:
Date: \4/88/06	Henry M. Kronefiberg  Signature of Inventor:
/ <del></del>	John T. Potts, Jr.
Date:	Signature of Inventor:
	Harald Jüppner

### ASSIGNMENT

<u>Hospita</u>	In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration each of the undersigned inventor(s): (1) Thomas J. Gardella, (2) Henry M. Kronenberg, (3) John T. r. and (4) Harald Jüppner, the undersigned inventor(s) hereby sell(s) and assign(s) to The General energy (the Assignee) their entire right, title and interest, including the right to sue for past ement and to collect for all past, present and future damages:
•	check applicable box(es)   ✓ for the United States of America (as defined in 35 U.S.C. § 100),  ✓ and throughout the world,
129/00	(a) in the invention(s) known asPolypeptide Derivatives of Parathyroid Hormone (PTH) for which application(s) for patent in the United States of America has (have) been executed by the undersigned on(1)(2)(3)

124/00 C/24/00

- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944;

Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michael A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date:	Signature of Inventor:	
	Thomas J. Gardella	
Date:	_ Signature of Inventor:	
	Henry M. Kronenberg	
Date:	_ Signature of Inventor:	
	John T. Potts, Jr.	
Date: 92000	Signature of Inventor: Karald Jupun	
1	Harald Jüppner	